

INTERIM MANAGEMENT SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Cascade County and Community Health Care Center, Inc., doing business as Alluvion Health, a 501(c)(3) non-profit corporation (EIN #35-2631980), located at 601 1st Street North, Great Falls, MT 59401 on the terms and provisions set forth below.

RECITALS

Cascade County supports the operations of the Cascade City County Health Department (CCHD) in accordance with Title 50 of the Montana Code Annotated (MCA), including the employment of a local Health Officer.

Community Health Care Center, Inc, doing business as Alluvion Health, has specialized training, experience, education and skills and is willing to make such expertise available to Cascade County through Ms. Trista Besich ("Besich"), its Authorized Agent.

NOW THEREFORE, in consideration of the mutual benefit to be derived by the parties, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. Contractor. Cascade County (hereafter "County") hereby contracts with Community Health Care Center, Inc., doing business as Alluvion Health (hereafter "Contractor") to provide the services of Interim Health Officer. Contractor agrees to make available Tanya Houston to provide the services of the Interim Health Officer based on the terms and provisions set forth in this Agreement and that Alluvion Health will, through Trista Besich as CEO, otherwise delegate and manage other administrative duties.
2. Contractor Duties. Contractor shall provide services on-site at the CCHD located at 115 4th Street South, Great Falls, Montana on a full-time basis for the duration of the Agreement. Contractor shall provide services for County as described in the Interim Health Officer job description, attached as Exhibit A and incorporated by reference herein. Exhibit A is intended as a representative example of duties but is not all-inclusive and may be modified from time to time upon written agreement between the parties. Contractor shall perform all professional services under this Agreement in accordance with the professional standards applicable to the Contractor occupation.
3. Term. The term of this Agreement commences upon **March 1st, 2019**, and expires on **August 31st, 2019**, unless sooner terminated pursuant to Section 7 below. The parties may by mutual written agreement extend or renew the term of this Agreement. If either party does not intend to extend or renew the term of this Agreement, that party shall give written notice to the other at least fourteen (14) days before the expiration of the term specified herein.
4. Consideration. As complete remuneration for the performance of the contractor duties, County shall pay to Contractor the sum of **\$3,500** monthly. Contractor and its Authorized Agent are not employees of County for purposes of federal and state wage and hour laws and

the similar and supplementary employment policies of County. Neither Contractor nor its Authorized Agent are entitled to overtime pay under state and federal wage and hour laws, the similar and supplementary employment policies of County or under the terms of this Agreement, nor shall Contractor or its Authorized Agent be eligible for or shall accrue compensatory time in accordance with Cascade County Policy for exempt employees.

5. County and CCHD Policies. Contractor and its Authorized Agent are subject to policies and procedures of County and CCHD. In the event of a conflict between this Agreement and County or CCHD policies, this Agreement shall govern.
6. Supervision and Evaluation. Contractor and its Authorized Agent shall be subject to the general supervision of the Cascade County Board of County Commissioners in carrying out the performance of the professional services and duties specified herein. The Cascade County Board of County Commissioners shall be responsible for review and evaluation of Contractor's performance on a regular basis.
7. Termination. This Agreement is for a specific term. However, this Agreement may be terminated prior to the end of the term by either party giving the other party fourteen (14) days written notice. In the event of termination, both parties reserve the right to pursue all legal and equitable remedies available under Montana law.
8. Compliance with Civil Rights Laws and Other Laws and Regulations. Contractor shall not discriminate in any manner against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry. Contractor shall comply with all federal, state and local laws, rules and regulations applicable to his employment and occupation.
9. Professional and Ethical Responsibilities. Contractor shall at all times observe and comply with all ethical and professional standards and other affirmative obligations imposed by law or regulation. Although not an employee of County, Contractor shall nonetheless adhere to the Standards of Conduct enumerated in Title 2, Chapter 2 of the Montana Code Annotated. Contractor shall devote its time, attention, knowledge and skills solely to the interests of County and CCHD during the service under this Agreement and shall not use its service under this Agreement for personal gain, either directly or indirectly. Contractor shall not at any time or in any manner divulge, disclose, or communicate to any person any confidential information gained during performance under this Agreement and shall strictly comply with all provisions of the privacy laws and rules. County and CCHD recognize Contractor maintains other employment that is not associated in any way with County or CCHD. Contractor agrees to perform all duties and obligations associated with its other employment while Contractor is not performing services under this Agreement and Contractor represents that performance of these duties and obligations will not affect Contractor's performance at CCHD.

10. Indemnification. Contractor agrees to indemnify, protect, defend, and hold harmless the County, CCHD and their agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its Authorized Agent, any and all other agents, employees, representatives, assigns, and subcontractors under this Agreement.
11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof. This Agreement supersedes any and all other agreements or contracts, oral or written, as discussed or negotiated between the parties.
12. Modification of Terms. The terms and provisions of this Agreement shall not be modified or amended except by a written agreement signed by both parties.
13. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision and this Agreement shall be construed as if such invalid or unenforceable provision had been omitted.
14. Venue and Applicable Law. This Agreement is entered into in Cascade County, Montana and the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Montana. In the event of litigation regarding this contract, venue shall be in the Eighth Judicial District Court, Cascade County.
15. Waiver. Failure of either party to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of such party to thereafter enforce each and every provision of the Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other subsequent breach of any provision of this Agreement.
16. Time of the Essence. Time shall be of the essence in this Agreement. Any forbearance by the parties in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.
17. Mutual Assent. The parties hereto mutually assent to the terms of this Agreement and have signed this Agreement on the day and year set forth below.

DATED this ____ day of _____, 2019.

Community Health Care Center, Inc., doing business as Alluvion Health

By: _____
Trista Besich, MBA, CEO

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

Attest

Rina Fontana Moore,
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Exhibit A

COUNTY OF CASCADE CCHD Interim Health Officer Services

DEFINITION:

Provide oversight, evaluation and program management for delivery of public health services; implementing plans, policies, and procedures for the department; fiscal management of the department and program budgets, as well as program compliance to local, state and federal requirements; provides leadership and support for public health improvement activities and ongoing compliance with Public Health accreditation; plans, organizes, directs and manages all activities of the Cascade City-County Health Department; areas of programming include environmental health, prevention services, family health services, and administrative services; administrative services team provides key operational assistance to all Health Department programs related to facilities, operations, finances, HIPAA compliance, accreditation coordination and performance management; supports the community; provides administrative, technical and professional support to staff, other departments, outside agencies, advisory boards, coalitions and community members as appropriate; maintain effective working relationships with other organizations concerned with health and human services as well as the public safety system, education, County support service departments, advisory boards, and numerous community facilities, agencies and groups.

EXAMPLES OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

ESSENTIAL DUTIES:

Provides technical advice for all aspects of CCHD policies and operations relevant to program/contract/MCA requirements and expectations with particular attention to continuity of operations during the period CCHD is in an interim capacity or transitioning between regular and interim management.

Serves on the CCHD Leadership Team (LT). Assists the Organization to provide leadership and direction for the LT; participates in long and short-term strategic planning; assists in establishing goals, policies and operating procedures; works on the development, implementation and evaluation of new programs; and participates in the development and oversight of the CCHD budget.

Provides staff assistance to the Board of Health (BOH) and acts as point of contact/liaison for BOH.

Serves as the CCHD liaison with Cascade County departments on administrative functions including Facilities Management; Human Resources, Auditor, Financial Service, co-located CHCC, and other county departments.

Attends Bi-weekly meetings with the Board of County Commissioners and attends all BOH meetings.

OTHER DUTIES:

Performs related duties as required or directed.

SUPERVISION RECEIVED: Works under the general direction of the Cascade County Board of County Commissioners and the Cascade County BOH.

SUPERVISION EXERCISED: Acts on behalf of the Cascade County Board of County Commissioners as requested.

WORKING RELATIONSHIPS: Requires frequent contact with the Cascade County Board of County Commissioners. Requires frequent contacts with all Cascade County Department Heads, CCHD managers, CCHD supervisors and staff. Requires frequent contact with officials, satellite partners, and county administrative offices including: Auditor, County Commissioners, Facilities, Financial Services, Human Resources, co-located CHCC, and other county departments. Requires regular contact with health professionals, local, state and federal officials, volunteers, news media, grantors, community leaders and the general public on specialized matters for the purpose of planning, coordinating and advising on work efforts or resolving operating problems.

PHYSICAL/ENVIRONMENTAL DEMANDS: Work is in a fast paced, public health environment characterized by a high activity level that may create stress. The work is primarily in an office or meeting setting and requires little physical activity. Work outside regular business hours may be required. Requires regularly-scheduled availability to teleconferencing or other electronic means for weekly meetings with LT and timely response to unscheduled inquiries. The work may require exposure to patients with communicable diseases.

KNOWLEDGE: Extensive knowledge of public health and specific grant requirements and expected practices including financial reporting and management. Extensive knowledge of planning, implementation, evaluation and administration of public health programs. Considerable knowledge of organizational and human resources management; considerable knowledge of county human resource administration policies and relevant collective bargaining agreements; and of the CCHD Protocol handbook. Considerable knowledge of federal, state and local regulations for public health funding sources. Considerable knowledge of county administrative policies and operating procedures. Working knowledge of HIPPA and confidentiality requirements and practices. Working knowledge of accreditation processes and compliance and standards issues. Basic knowledge of emergency preparedness.

SKILLS: Skill in the use of computer technologies (Microsoft Office Suite), HIT system; internet resources and social media and remote communication devices such as teleconference, web-casting or Skypeing.

ABILITIES: Ability to maintain responsive approach toward the needs of the organization and its employees and clients. Ability to communicate in the English language, orally and in writing and ability to make public presentations, including extemporaneous presentations. Ability to establish and maintain effective working relationships and execute effective interpersonal skills with staff, volunteers, boards, health professionals, patients, city and county administrators and other community representatives. Ability to adhere to Cascade County policies and public health regulations, rules, policies and expectations. Ability to respond to culturally sensitive issues. Ability to plan and organize complex programs and system designs. Ability to analyze complex problems and work cooperatively with others to solve those problems.

MINIMUM QUALIFICATIONS:

EDUCATION: Master's Degree is preferred. Degrees best suited to this position include public health, nursing, or public, business or health administration; organizational development.

EXPERIENCE: Requires five (5) years of public health experience at a top management level, senior level leadership experience providing organizational, program, or human resources management.

